

**NOVEMBER 30, 2003**

~~MAY 31, 2003~~

~~MAY 31, 2002~~

~~MAY 31, 2001~~

**CONTRACT PERIOD THROUGH MAY 31, 2000**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LAW ENFORCEMENT PHYSICAL EXAMINATIONS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **May 6, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**SF/mm**  
Attach

Copy to: Clerk of the Board  
**Stephen Krausnick, MCSO**  
**Carmen Ledesma**, Materials Management

(Please remove Serial 93156-ROQ from your contract notebooks)

SPECIFICATIONS ON CALL FOR BIDS FOR: LAW ENFORCEMENT PHYSICAL EXAMINATIONS

1.0 GENERAL PROVISIONS:

1.1 EFFECT:

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the special or General Provisions are in conflict, the Work Statement(s) shall control.

1.2 DEFINITIONS:

As used throughout these GENERAL PROVISIONS, the following terms shall have the meanings set forth:

1.2.1 Contract means this document and all attachments hereto.

1.2.2 Contractor means the person, firm or organization listed on the Cover Page of this Contract.

1.2.3 Department means the Maricopa County Sheriffs Office.

1.2.4 Director means the Director of Maricopa County Department of Materials Management.

1.3 GENERAL REQUIREMENTS

1.3.1 The terms of this Contract shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the State of Arizona.

1.3.2 The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.

1.3.3 The Contract is for an independent Provider in the performance of work and the provision of service under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.

1.4 AMENDMENTS

All Amendments of this Contract must be in writing and signed by both parties.

1.5 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the written consent of the County shall be null and void and shall constitute a breach of this Agreement.

1.0 **GENERAL PROVISIONS:** (Continued)

1.6 **RETENTION OF RECORDS**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

1.7 **ADEQUACY OF RECORDS**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

1.8 **AUDIT DISALLOWANCES**

1.8.1 The Contractor shall, upon written notice thereof, reimburse Maricopa County for any payments made under this Contract which are disallowed by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County spends to pursue legal action relating to such a disallowance. Court costs and attorney fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

1.8.2 If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor issuing a check payable to Maricopa County.

1.9 **CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Sheriff's Office shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

1.10 **AVAILABILITY OF FUNDS:**

- 1.10.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to the Department for disbursement. The Department shall be the sole judge and authority in determining the availability of funds under this Contract and the Department shall keep the Contractor fully informed as to the availability of funds.

1.0 **GENERAL PROVISIONS:** (Continued)

1.10 **AVAILABILITY OF FUNDS:**

1.10.2 If any action is taken by the State agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, the Department may amend, suspend, decrease, or terminate its obligation under, or in connection with, this Contract. In the event of termination, the Department shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

1.11 **CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:**

1.11.1 The Contract will, during the term of this Contract, immediately inform the Department in writing of the award of any other Contract or grant including any other Contract or grant awarded by the Department where the award of such Contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify the Department of such award shall be considered a violation of the Contract and the Department shall have the right to annul this Contract without liability.

1.11.2 The Department may request, and the Contractor shall provide within a reasonable time, a copy of such other Contract or Grant, when in the option of the Department the award of the other Contract or grant may affect the costs being paid or reimbursed under this Contract.

1.11.3 If the Department determines that the award to the Contractor of such other Federal or State Contract or grant has affected the costs being paid or reimbursed under this Contract, the Department shall prepare a Contract Amendment effecting adjustment. If the Contractor protests the purposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

1.12 **DEFAULT:**

Non-performance of the bidder in terms of specification shall be a basis for termination of the contract by the County. Cancellation by the County may be made upon 10 days' written notice to the successful bidder. The County shall not pay for any materials which is unsatisfactory. The bidder may be given

a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.0 **GENERAL PROVISIONS:** (Continued)

1.13 **TERMINATION:**

- 1.13.1 Either party may terminate this Contract at any time, with ninety (90) days notice in writing to the other party (unless terminated be Department under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.
- 1.13.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- 1.13.3 The department has the right to terminate this Contract upon twenty-four (24) hour notice when the Department deems the health and welfare of the patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminated upon the expiration of the term of this Contract as stated on the Cover page.

1.14 **SEVERABILITY:**

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

1.15 **STRICT COMPLIANCE:**

Acceptance by the Department of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

1.16 **NON-LIABILITY:**

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Contract, nor shall these entities be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

1.17 **INDEMNITY:**

The Contractor shall indemnify, defend and hold harmless the County from and against any and all claims, demands, suits, actions, proceeding, judgments, losses, damages, injuries, penalties, costs, expenses' (including attorneys' fees) and liabilities of, by, or with respect to third parties, which arise solely from the Contractor's negligent performance of services under this Agreement. The Contractor shall not be responsible for, and the County shall indemnify, defend and hold



harmless the Contractor from and against, any and all claims, demands, suits, actions, proceedings, judgements, losses, damages, injuries, penalties, costs, expenses, (including attorneys' fees) and liabilities of, by, or with respect to third parties, which arise from the joint or concurrent negligence of the Contractor and the County, each party shall assume responsibility in proportion to the degree of its respective fault.

1.0 **GENERAL PROVISIONS:** (Continued)

1.18 **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.19 **SAFEGUARDING OF PATIENTS INFORMATION:**

The use or disclosure by a party of any information concerning a patient served under this Contract is directly limited to the conduct of this Contract.

1.20 **RIGHTS IN DATA:**

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

1.21 **EQUAL EMPLOYMENT OPPORTUNITY:**

The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; The Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.

1.22 **CONTRACT LENGTH:**

This call for bids is for awarding a purchasing contract to cover for a two (2) year period, with option years.

1.23 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

1.0 **GENERAL PROVISIONS:** (Continued)

1.24 **ESCALATION:**

Requests for price adjustments must be submitted thirty (30) days prior to the annual renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the CPI per contract year and must be approved by the Materials Management Department.

2.0 **SPECIAL PROVISIONS:**

2.1 **EFFECTS:**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent the Work Statement(s) and the Special of General Provisions are in conflict, the Work Statement(s) shall control.

2.2 **DISPUTES:**

Except as otherwise provided for in this Contract, if any disputes arising under this Contract is not disposed of by agreement between the parties within a reasonable time, the provisions of the Maricopa County Procurement Code, Article 9, shall prevail.

2.3 **CHANGES:**

2.3.1 The Director may, at any time, be written order, make changes within the general scope of this contract in any one or more of the following areas:

2.3.1.1 Work Statement activities reflecting changes in Funding Source or Department regulations, policies or requirements or regulations.

2.3.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by Funding Source or Department regulations, policies or requirements.

2.3.2 Such order will not serve to increase or decrease the total compensation to be paid the Contractor, or to decrease any guaranteed units of service to be purchased from the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

2.3.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the

Disputes Clause of the Special Provisions of this  
Contract and be administered accordingly.

2.0 **SPECIAL PROVISIONS:** (continued)

2.4 **INSURANCE REQUIREMENTS & INDEMNIFICATION:**

2.4.1 The Contractor and any Contractor employee may engage in services separate and apart from this Contract provided that such practice does not interfere with the performance by the Contractor or its obligations as set forth herein.

2.4.2 **INDEMNIFICATION:**

**For Professional Liability:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulting from the Contractor's acts, errors, mistakes or omissions relating to professional services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes or omissions related to professional services in the performance of this Contract including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

**For all other hazards, liabilities and exposures:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the Contractor's work or services. Contractor's duty to defend, hold harmless, and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of

use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the County.

2.0 **SPECIAL PROVISIONS:** (continued)

2.4 **INSURANCE REQUIREMENTS & INDEMNIFICATION:** (continued)

2.4.2 **INDEMNIFICATION:** (continued)

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

2.5 **REQUIRED INSURANCE COVERAGE**

- 2.5.1 **General Clauses.** The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.
- 2.5.2 **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 2.5.3 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.
- 2.5.4 **Primary Coverage.** The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.
- 2.5.5 **Waiver.** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

2.5.6 **Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.



2.0 **SPECIAL PROVISIONS:** (continued)

2.5 **REQUIRED INSURANCE COVERAGE:** (continued)

2.5.6 **Commercial General Liability:** (continued)

The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101093, or replacements thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

2.5.7 **Workers' Compensation.** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

2.5.8 **Professional Liability.** The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

2.6 **CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance. All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed

for all certificates received without the appropriate bid serial number and title.

2.0 **SPECIAL PROVISIONS:** (continued)

2.7 **CANCELLATION AND EXPIRATION NOTICE**

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

2.8 **LAWS, RULES AND REGULATIONS:**

The Contractor understands and agrees that this Contract is subject to all the State and Federal Laws, rules and regulation that pertain hereto.

3.0 **WORK STATEMENT:**

3.1 **GENERAL REQUIREMENTS:**

3.1.1 The Contractor shall provide Pre-employment/continuation evaluation including, but not necessarily limited to evaluation, diagnosis of Law Enforcement candidates, for the Maricopa County Sheriff's Office (referred to hereinafter as the County), in accordance with the requirements and provisions set forth herein and the standards set forth under the practice of medicine in the State of Arizona.

3.1.1.1 The Contractor shall provide services on an as needed basis.

3.1.1.2 The County makes no guarantee of the amount of service needed.

3.1.1.3 The Contractor's schedule shall be arranged and mutually agreed upon by the Contractor and the County.

3.1.2 The Contractor must be a medical doctor or an organization of such doctors or a Doctor of Osteopathy or an organization of such doctors licensed to practice medicine in the State of Arizona.

3.1.3 The Contractor should have experience with Law Enforcement Physical and AZ POST (Arizona Peace Office Standards Training Board) forms.

- 3.1.4 The Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and the County may secure identical and/or similar services from other sources at anytime in conjunction with or in replacement of the Contractor's services.

3.0 **WORK STATEMENT:** (continued)

3.2 **SPECIFIC REQUIREMENTS:**

3.2.1 The Contractor shall furnish all equipment, support services, and supplies for services provided at the Contractor's facility.

3.2.2 The Contractor's duties shall include, but not necessarily be limited to, the following:

3.2.2.1 The Contractor must note in each client's file and on appropriate forms as prescribed by AZ POST.

3.2.2.2 The Contract shall provide as needed, a narrative description written to document the medical record of the client.

3.2.2.3 The Contractor shall provide a written statement when any medical, physical or mental circumstance exists which would limit the person's ability to effectively perform the duties of a peace officer on a continuing basis or creates a reasonable probability of substantial harm to the person or others, describe how the circumstances affect the person's ability to perform the duties of a peace officer, and specify the type & duration of any treatment required.

3.2.2.4 Where designated, the Contractor's services shall be provided and invoiced in hourly increments or fractions thereof where hourly rates are specified. No minimum time will be allowed. Medical Services provided in increments of less than one (1) hour shall be paid on the prorated basis (30 minutes of service shall be paid at the rate of one half of the firm, fixed per hour price). The Contractor may also invoice travel time to and from their office when the hourly rate applies (i.e.) hearings.

3.2.2.5 The Contractor shall submit monthly invoices which itemize the hours or physical as appropriate for service provided, dates of service, type of service, client name, case number and/or social security number to:

MARICOPA COUNTY RISK MANAGEMENT  
AZ POST PHYSICAL BS-97233-SC  
COUNTY ADMINISTRATION BUILDING  
111 SOUTH THIRD AVENUE

- 3.2.3 The Contractor shall be paid for services according to the price stated herein.
- 3.2.4 Vendor must provide as a minimum all of the services as outlined in this document.

3.0 **WORK STATEMENT:** (continued)

3.2 **SPECIFIC REQUIREMENTS:** (continued)

- 3.2.5 Vendor must provide verbal results of medical evaluations within one (1) week of the medical evaluation date.
- 3.2.6 Vendor must provide written results of medical evaluations within two (2) weeks of the medical evaluation date.
- 3.2.7 Appointments for physical must be available within 72 hours after request.

3.3 **MEDICAL SPECIFICATIONS:**

3.3.1 **Pre-employment**

- 3.3.1.1 Pre-employment medical evaluations ensure that individuals meet the standards set forth in the AZ POST rules and procedures manual, medical requirements and are able to perform the essential functions established by the Sheriff's Office for the position of Deputy Sheriff with or without reasonable accommodation.
- 3.3.1.2 The medical evaluation shall include:
  - 3.3.1.2.1 Physical examination
  - 3.3.1.2.2 Chest x-ray
  - 3.3.1.2.3 Urinalysis, CBS, SMAC
  - 3.3.1.2.4 EKG (applicants over 35)
  - 3.3.1.2.5 Audiometer baseline (hearing booth test)
  - 3.3.1.2.6 Eye examination
- 3.3.1.3 Referral or additional examinations needed in individual cases shall receive prior approval from the Sheriff and be charged at the usual and customary rate.

3.3.2 **Fitness Examinations**

- 3.3.2.1 Fitness for duty medical evaluations determine the capability of an individual to continue or resume duties as described in the provided Sheriff's job descriptions.
- 3.3.2.2 The evaluation shall include:
  - 3.3.2.2.1 Physical examination

3.3.2.2.2 Diagnostic tests as indicated by the individual case shall be charged at the usual and customary rate and shall be conducted only with prior approval of the Sheriff's Office.



3.0 **WORK STATEMENT:** (continued)

3.4 **OTHER REQUIREMENTS:**

- 3.4.1 The Sheriff will require that these medical services be provided in the greater Phoenix area.
- 3.4.2 The Sheriff will require that all medical records be updated on a periodic basis and each record kept on file at a central location with easy availability.
- 3.4.3 The Sheriff will require that the medical services Contractor be available to testify at hearings as required.
- 3.4.4 A Medical Director may be needed to provide consultation, recommend policy, standards, and programs. Review medical reports and chair medical review boards. These services must be available in the Phoenix Metropolitan area.
- 3.4.5 Audiometric baseline (booth test) may be needed for communication specialists (dispatchers). Applicants must meet DPS medical screening manual criteria.
- 3.4.6 Individual Costs:
  - 3.4.6.1 Chest x-ray
  - 3.4.6.2 Urinalysis, CBC, SMAC
  - 3.4.6.3 EKG Exam
  - 3.4.6.4 Audiometer baseline (hearing Booth test)
  - 3.4.6.5 Eye Exam
- 3.4.7 Other tests or procedures or referrals will be charged at the usual and customary rate for those services.

4.0 **COMPENSATION:**

4.1 **COMPENSATION:**

Subject to availability of funds, the Department will pay the Contractor as indicated on the Pricing Page of the Contract.

4.2 **METHOD OF PAYMENT:**

- 4.2.1 Contractor will submit a statement of invoice for services performed on or before the 10th working day following the month in which services were performed.
- 4.2.2 Subject to the availability of funds, the Department will, within thirty (30) working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor, a warrant for payment up to the maximum total allowable for the previous month of service provision or work performance. Should the Department make a disallowance in the claim, the claim

shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute from a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provision of this Contract.

4.0 COMPENSATION: (continued)

4.2 METHOD OF PAYMENT: (continued)

4.2.3 The Contractor understands and agrees that the Department will not honor any claim for payment submitted six (6) months after date of service. The Contractor understands and agrees that the Department will not process any claim for payment for service rendered prior to Expiration Date without approval of the Director.

4.3 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

KAREN BERRY, (602) 506-3248

Technical Telephone inquiries shall be addressed to:

MARY ELLEN SHEPPARD, (602) 256-1814

KB/af

cc: VARIOUS

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(BIDDERS ARE REQUESTED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS)

## **MEDICAL SERVICES**

### **CRITERIA**

1. Qualified parties must provide the medical services outlined herein.
2. Medical services outlined in the proposal will be provided in the state of Arizona, the greater Phoenix area.
3. All parties must be certified by the Bureau of Medical Facilities, Division of Health Resources, Arizona Department of Health Services, and all physicians licensed by the Arizona Board of Medical Examiners.
4. All interested parties must have no unresolved complaints on file with either the licensing or certifying agency, the Maricopa County Medical Society, or the American Medical Association.
5. All interested parties must agree to provide the Sheriff's Office and/or its agency, with results of all examinations and tests.
6. All interested parties must agree to provide all complete and comprehensive licensed medical services within two (2) weeks of the request for services.
7. All medical services, whether provided by the awardee or a Subcontractor thereof, must be billed from the same location.
8. All Subcontractors must be approved by the Maricopa County Sheriff's Office.

**5.0 PRICING**

~~B0608820~~ **B0606071**  
**P080101**

5.1	Physical Induction Exams per Para 3.3.1		\$ 105.00	Per Exam
			P.O.S.T. Exam (Including 1 View Chest, UA, CBC, SMAC 23, Audio Medical History & Vitals)	
5.2	Fitness Exams per Para 3.3.2	Basic	\$ 75.00	Per Exam
		Intermediate	\$ 150.00	Per Exam
		Comprehensive	\$ 200.00 (PER HOUR)	Per Exam
5.3	Individual Costs			
5.3.1	Chest x-ray		\$ 30.00 (1 VIEW)	Each
			\$ 45.00 (2 VIEW)	Each
5.3.2	EKG		\$ ** SEE BELOW	Each
5.3.3	Urinalysis, CBC, SMAC		\$ 25.00	Series
	5.3.1.1 Urinalysis		\$ 5.00	Each
	5.3.1.2 CBC		\$ 10.00	Each
	5.3.1.3 SMAC		\$ 20.00	Each
5.3.4	Audiometer Baseline Tests		\$ 15.00	Each
5.3.5	Eye Exam		\$ 12.00	Per Exam
<b>5.3.6</b>	<b>Pulmonary Function Test</b>		<b>\$ 30.00</b>	<b>Each</b>
5.4	Other Costs			
	** EKG Resting (over 35 yrs. old)		\$ 38.00	
	Exercise Test		\$ 25.00	
	Stress Treadmill		\$ 175.00	

TERMS: NET 30

FEDERAL TAX ID NUMBER: 86-0750222

CONTACT PERSON: David M. Mikula, National Sales Director

TELEPHONE NUMBER: (602) 256-~~5946~~ **5950**

FAX NUMBER:

(602) 256-5954

VENDOR NUMBER:

860750222 **B**

CONTRACT PERIOD:

TO COVER THE PERIOD ENDING ~~MAY 31, 2000~~  
~~MAY 31, 2001 MAY 31, 2003 2002.~~  
**November 30, 2003.**